



ATTORNEY-CLIENT SERVICE AND FEE AGREEMENT: THIS DOCUMENT AND ITS CONTENTS CONSTITUTE LEGALLY PRIVILEGED INFORMATION

November 9, 2022

Empire Countertops, LLC
c/o Curtis Mitch Mahoney
1033 Thornridge Circle
Argyle, TX 76226
(817) 821-4906
mmahoney@empirefab.com

Re: Chapter 11 Bankruptcy

Dear Mr. Mahoney,

We are pleased that you have selected Norred Law, PLLC (the "Firm") to represent you. This letter will outline the basis for which the Firm has agreed to provide legal representation to you in connection with the matter(s) described above.

The Firm will act on your behalf in accordance with customary professional standards at all times. However, you should understand that (1) any opinions we express on the outcome of your legal matters will be based on our best professional judgment but are not guarantees and will be limited by our knowledge of the facts and subject to changes in the law; (2) the Firm makes no representation concerning the successful outcome of any legal matters undertaken by the Firm; and (3) our provision of legal services to you is not a guarantee that your personal and/or business purpose will be accomplished.

The fee payment schedule that we have discussed is as follows:

- \$ 5,000 deposit, to open case and provide paperwork
- \$ 10,000 additional retainer, due before filing (Chapter 11)
- \$ 1,738 filing fee, due before filing (Chapter 11)

Once you receive the paperwork, it is pertinent that you complete it in its entirety. Should your bankruptcy petition be filed with missing information, the firm may charge you at the paralegal hourly rate (\$120/hr) to amend the petition as necessary. Additionally, any creditors that you request to be included in the petition post-filing will incur fees as much as \$76 per creditor amendment.

BILLING – Any work not included in the above fee schedule will be billed at an hourly rate. Whenever the hourly rate is applied, time is kept in six-minute increments and the hourly charge is the time that the attorney allocates for the matters performed on your behalf. We will notify you before doing work of this nature and obtain approval before doing hourly work. Current hourly rates for attorneys range from \$300-\$450 and \$120 for paralegals. Note that these rates are occasionally reviewed, and you will be notified of any adjustments. **Please also note, \$1000 of the above deposit is non-refundable.** The Firm will bill you on a regular basis for both legal fees

and other expenses. Supporting documents including invoices and time records are available for your inspection during normal business hours. You agree to make payment within thirty (30) days of receiving your statement. You agree that fees and other expenses may be deducted from any amounts collected by the Firm on your behalf. Payment of your account is not dependent on a successful outcome of the matters for which the Firm represents you.

EXPENSES - We do not charge for mundane expenses such as copies or phone charges. We do charge whenever such expenses are exceptional. You agree to pay the above reasonable expenses. If payments are not made promptly to the Firm when requested, we have discussed, and you agree, that the Firm may withdraw from representing you in all matters.

DEPOSITS AND RETAINERS - The Firm places all deposits, including retainers, in trust accounts. By court rule, the Firm must place your deposit in a State Bar of Texas Interest on Lawyers' Trust Account if not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Interest earned on the pooled account will be paid to the Texas Equal Access to Justice Foundation.

ACCOUNT - The Firm will give you prompt notice if your account becomes delinquent, and you agree to bring the account current. If the delinquency continues and you do not arrange satisfactory payment terms, the Firm will withdraw from representation and pursue collection of your account. You agree to pay the costs of collecting the account, including any court costs, filing fees, and any reasonable and necessary attorneys' fees.

TERMINATION - You may terminate the Firm's representation at any time, with or without cause, by notifying the Firm in writing. If this occurs, the Firm will return your papers and property to you promptly upon complete payment of your account. The Firm will retain its files on your case. Termination of our services will not affect your responsibility for payment of legal services rendered and cost already incurred or incurred in transferring the matter to another attorney. Open inactive files will be charged \$100 per month.

WITHDRAWAL - Attorneys of the Firm are subject to the Texas Disciplinary Rules of Professional Conduct, which list several circumstances that allow or require attorneys to withdraw from representing a client. These include nonpayment of fees or costs, misrepresentation, or failure to disclose material facts, actions contrary to the attorney's advice, and conflict of interest with another client. The Firm tries to identify in advance and discuss with a client any situation that may lead to the Firm's withdrawal, and if withdrawal becomes necessary, the Firm will give the client immediate written notice.

NOTICE AND WAIVER OF POTENTIAL CONFLICTS - The Firm represents many clients, many of which may have overlapping interests in the same industry, but will not represent clients when an actual direct conflict exists or arises. This practice allows us to obtain more experience in specific industries. As a condition to our undertaking this engagement and representing you, you agree to give consent to our representation of both you and your competitors, except if such representation involves a direct conflict. For example, the Firm files trademark applications for restaurant services for many restaurants, which conceivably compete for the same clients, but would not file the same mark that the Firm has already filed for another client. In such cases, the Firm will inform you of the actual conflict and assist you to avoid expending funds on registration efforts that the Firm believes will be unlikely to be successful.

STORED DOCUMENTATION – Norred Law uses email and electronically stored information (ESI), both on-site and cloud-based to record client and matter information to provide better service to you. You agree to the Firm's use of ESI to store and transmit data within your case, and you acknowledge the benefits and inherent risks associated with email. *You are responsible for providing the firm with a secure email address and understand the Firm is not responsible for the security of your personal email address. We cannot serve you properly if you do not respond to our email communications timely.* In accordance with our office policy, all electronic and physical documents are destroyed after a period of five years following the conclusion of your case. You are responsible for requesting your case files prior to destruction.

VENUE - This Agreement is performable in Arlington, Tarrant County, Texas. All monies owed hereunder must be paid at the Firm's office in Arlington, Tarrant County, Texas. Jurisdiction and venue of any dispute arising hereunder are also performable in Fort Worth, Tarrant County, Texas.

TAX ACKNOWLEDGEMENT – The client is advised to obtain independent and competent tax advice regarding legal matters since legal transactions can give rise to tax consequences. The client should have a certified public accountant or tax attorney determine if the legal work that is to be performed under this agreement has or may have tax implications or consequences to the client or any of the client's interests. The undersigned law office and attorney have not agreed to render any tax advice and are not responsible for any advice regarding tax matters or preparation of tax returns, or other filings, including, but not limited to, state and federal income tax returns.

GRIEVANCES – Pursuant to Texas Gov't Code § 81.079, Texas attorneys must provide notice to clients of the existence of the grievance process. The State Bar investigates and prosecutes professional misconduct. While not every complaint or dispute involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel at 1-800-932-1900 will provide you with information about how to file a complaint.

PERFORMANCE – The parties agree that client will not be liable to pay the Firm for extraordinary results, but neither will the Firm be responsible for negligent errors. The parties agree that this agreement does not include a guarantee of perfect performance and barring a deliberate mistake, client may choose to terminate the relationship or continue with the Firm, but will not file a grievance or complaint based on negligence.

PUBLICITY – If this suit lends itself naturally to publicity issues, the parties will cooperate regarding any media exposure. Unless otherwise discussed, the Firm has the power to discuss this suit publicly to the extent necessary to defend the suit and its pleadings and may discuss public details in out-of-court venues.

SPECIAL INSTRUCTIONS: _____

IMPORTANT NOTE – While the Firm will make a good faith effort to assist Client with reaffirmations that arise in the bankruptcy process, Client acknowledges that successful reaffirmations are solely and exclusively the Client's responsibility. Client assumes sole responsibility for contacting all creditors relating to reaffirmations for any applicable mortgage, car loan, or any other secured loan. Please note that Client assumes responsibility for contacting their mortgage company and car company to acquire reaffirmation agreements.

Please sign in the space provided below and return the signed Agreement so that we may begin working on your behalf. Note that by signing below you authorize our law office to access your credit report and tax information, which may include all medical information. We appreciate your trust in our law office and look forward to working with you. If you have any questions, please call our office at (817) 704-3984.

Sincerely yours,

NORRED LAW, PLLC

By: /s/ Clayton Everett

Warren V. Norred, Texas Bar No. 24045094

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515 E. Border St., Arlington, TX 76010

O. (817) 704-3984, F. (817) 524-6686

SIGNED AND ACCEPTED this 10th day of November, 20 22

Empire Countertops, LLC

By: Curtis Mitch Mahoney
Curtis Mitch Mahoney, Member

Curtis Mitch Mahoney
Curtis Mitch Mahoney, Personal Capacity